

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 7397 B Filed 1425

June 6, 1980

JUN 9 1980 - 10 25 AM

AE8772c.

INTERSTATE COMMERCE COMMISSION

J. S. EDWARDS

DIANE KOHLER-RAUSCH

JOAN A. SCHRAMM

ASSISTANT SECRETARIES

Ms. Agatha L. Mergenovich, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Conditional Sale Agreement dated as of January 1, 1974
between General Motors Corporation (Electro-Motive
Division) and Chicago and North Western Transportation
Company and Agreement and Assignment dated as of
January 1, 1974 between General Motors Corporation
(Electro-Motive Division) and The First National Bank
of Chicago, Assignee, covering 16 Locomotives
CNW Nos. 6816 to 6831, inclusive

0-161A028

No.

Date JUN 9 1980

Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Please refer to the above-mentioned document assigned re-
cordation number 7397 on February 14, 1974 at 2:00 p.m.,
pursuant to Section 11303 (formerly 20c) of the Interstate
Commerce Act.

Enclosed for recording are 5 counterparts of Agreement
dated as of May 28, 1980 between Chicago and North Western
Transportation Company (the "Railroad") and the First
National Bank of Chicago (the "Assignee") covering the
aforementioned equipment. Please assign recordation
number 7397-A to the Agreement. Keep one counterpart for
your files and return the other 4 counterparts each
showing your recordation data.

Enclosed is a check in the amount of \$10.00 to cover your
recordation fees.

Very truly yours,

J. S. Edwards
Assistant Secretary

Enclosure

cc: G. R. Charles

R. D. Smith

F. E. Cunningham, Attn: R. DeWitt

Z. Steiger

R. F. Guenther, Attn: J. James

D. E. Stockham, Attn: J. Voldseth

Arthur Andersen & Co.

Attn: Gary Holdren

D. F. Nelson, Vice President

First National Bank of Chicago

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COUNTERPART
No. 1 of 6

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INTERSTATE COMMERCE COMMISSION

AGREEMENT

AGREEMENT dated as of May 28, 1980 between CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (the "Railroad") and THE FIRST NATIONAL BANK OF CHICAGO (the "Assignee").

The Railroad, pursuant to a Conditional Sale Agreement dated as of January 1, 1974 (the "CSA") between the Railroad and General Motors Corporation (Electro-Motive Division) (the "Builder"), purchased from the Builder 16 3000 H.P. SD-40-2 diesel electric locomotives (the "Equipment"), numbered CNW 6816 6831, more particularly described in the CSA.

The Assignee, pursuant to an Agreement and Assignment dated as of January 1, 1974 (the "Assignment") between the Builder and the Assignee, acquired the rights and interest of the Builder in the CSA and in the Equipment.

The Railroad installed certain additional equipment on each unit of the Equipment and the Assignee made payments for such additional equipment (the "Accessories"), all upon and subject to the terms of the Accessory Installation Agreement dated as of January 1, 1974 (the "Accessory Installation Agreement") between the Railroad and the Assignee, which supplemented the CSA and provided, among other things, that the Accessories shall constitute accessions to the Equipment and shall be subject to the terms of the CSA and included in the term "Equipment" as used in the CSA, and that all amounts paid by the Assignee in respect of Accessories as provided in the Accessory Installation Agreement shall constitute Conditional Sale Indebtedness.

(as defined in the CSA) with the same effect as if such amounts had been stated in the CSA to be payable to the Builder as an additional cost of the Equipment.

The Railroad and the Assignee wish to amend the CSA and the Assignment as hereinafter provided.

NOW, THEREFORE, in consideration of the agreements hereinafter contained the parties hereto agree as follows:

1. Unless otherwise defined herein or the context hereof otherwise requires, terms which are defined in the CSA or the Assignment, as supplemented by the Accessory Installation Agreement (as supplemented hereinafter called the "CSA" and the "Assignment"), shall have the same meanings when used herein as such terms have therein.

2. The Railroad shall pay the Conditional Sale Indebtedness outstanding on the date hereof (\$3,661,941.92) in 16 consecutive equal semiannual installments (except for appropriate adjustment of the final installment in case the amount payable pursuant to this paragraph shall not, when divided by 16, result in an amount ending in an integral cent). Such installments shall be payable on June 15 and December 15 of each year commencing on June 15, 1981 to and including December 15, 1988.

3. The Railroad shall pay interest on the unpaid Conditional Sale Indebtedness quarterly on each Interest Payment Date for the quarterly period ending on and including

such Interest Payment Date, as follows: (A) on each Interest Payment Date after the date hereof to and including June 15, 1981, at a rate per annum equal to 110% of the Corporate Base Rate in effect on the preceding Interest Payment Date; (B) on each Interest Payment Date after June 15, 1981 to and including June 15, 1985, at a rate per annum equal to 0.5% plus the Corporate Base Rate in effect on the preceding Interest Payment Date; and (C) on each Interest Payment Date after June 15, 1985 to and including December 15, 1988, at a rate per annum equal to 0.75% plus the Corporate Base Rate in effect on the preceding Interest Payment Date.

4. Whenever any payment of principal or interest to be made hereunder shall become due on a Saturday, Sunday or holiday under the laws of the State of Illinois, such payment shall be made on the next succeeding business day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

5. The seventh paragraph of Article 3 of the CSA is amended to read as follows:

"The Railroad shall have the privilege of prepaying the Conditional Sale Indebtedness in whole or in part, without penalty or premium, at any time, upon three days' written or telegraphic notice to the Manufacturer. Each prepayment shall be applied so that each of the remaining installments of Conditional Sale

Indebtedness shall be reduced in the proportion that the amount of the prepayment bears to the unpaid Conditional Sale Indebtedness immediately prior to such prepayment. The Railroad shall pay simultaneously with any prepayment pursuant to this paragraph all unpaid interest, if any, on the amount then to be prepaid, but only to the extent accrued to the date of prepayment. Following receipt of such payments, the Manufacturer shall release (but only to the extent required by the third paragraph of Article 5) the units of Equipment designated by the Railroad for release in compliance with the third paragraph of Article 5."

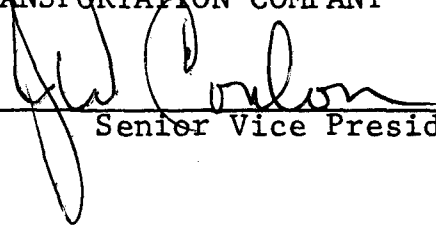
5. The following is added as the third paragraph of Article 5 of the CSA:

"In connection with any prepayment of Conditional Sale Indebtedness pursuant to the seventh paragraph of Article 3, the Railroad may request a release of the interest of the Manufacturer in that number of units of Equipment which equals, excluding any resultant fraction, the product of (A) all the units constituting the Equipment on the date of such prepayment and (B) a fraction, the numerator of which is the amount of such prepayment and the denominator of which is the Conditional Sale Indebtedness immediately prior to such prepayment. The units to be

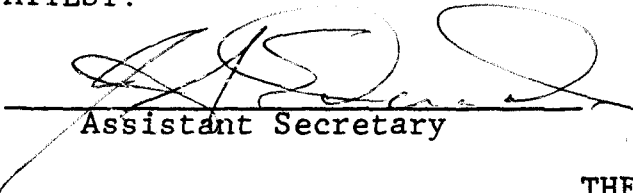
so released shall be designated by the Railroad in writing. Following receipt of such prepayment and designation, so long as no Event of Default or event which with the lapse of time and/or the giving of notice would constitute an Event of Default has occurred and is continuing, the Manufacturer shall execute and deliver to the Railroad a bill of sale transferring the Manufacturer's title to and property in the designated units to the Railroad or upon its order free of all liens and encumbrances created or retained hereby."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By 
Senior Vice President

ATTEST:


Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO

By 
Vice President

ATTEST:


Corporate Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 5 day of JUNE, 1980, before me personally appeared J. W. CONLON, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lee Swiontek
Notary Public

(NOTARIAL SEAL)

My Commission expires:

LEE SWIONTEK
Notary Public
Cook Co. Illinois

My Commission Expires Oct. 27, 1980

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 6th day of JUNE, 1980, before me personally appeared DOUGLAS F. NELSON to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carl Barts
Notary Public

(NOTARIAL SEAL)

My Commission expires: SEP 4 1980